

DECLARATIONS OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

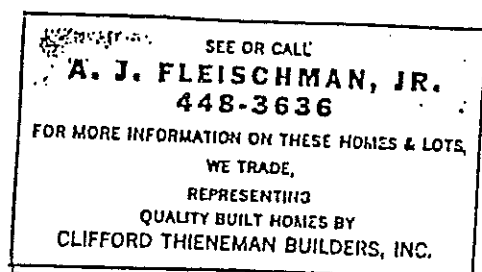
THIS DECLARATION made this 24 day of May, 1977,  
by WINDSOR LAKES DEVELOPMENT, INC., a Kentucky corporation,  
hereafter referred to as "Declarant."

WITNESSETH:

WHEREAS, the Declarant is the owner of certain property in  
Jefferson County, Kentucky, which is more particularly described as  
follows:

BEGINNING in the center line of the ARNOLD TOWN ROAD  
at a point North 41 degrees 49 minutes 28 seconds West  
220 feet from its intersection with the extension of the  
Northwest line of Windsor Forest, Section 2, as shown on  
the Plat of same which is recorded in Plat and Subdivision  
Book 24, page 42, in the Office of the County Court Clerk  
of Jefferson County, Kentucky, running thence with the center  
line of said ARNOLD TOWN ROAD North 41 degrees 49  
minutes 28 seconds West 45.54 feet, North 42 degrees  
45 minutes 58 seconds West 400.03 feet, North 43 degrees  
24 minutes 38 seconds West 100 feet, and North 45 degrees  
1 minute 28 seconds West 159.76 feet; thence with the  
Gaslin lot, South 49 degrees 4 minutes 22 seconds West  
226.12 feet and North 49 degrees 9 minutes 50 seconds  
West 199.98 feet; thence with the line of Philpott, South  
49 degrees 4 minutes 22 seconds West 83.7 feet; thence with  
Philpott, Miles and Gentry, North 41 degrees 13 minutes  
35 seconds West 268.85 feet; thence with Waverly Hills  
Park, South 45 degrees 19 minutes West 1549.73 feet;  
thence with Waverly Hills Park and Windsor Forest, Section  
3, South 42 degrees 40 minutes 55 seconds East 1422.03 feet;  
thence with the Northwest line of Windsor Forest, Section 2,  
and same extended North 45 degrees 17 minutes 1 second  
East 939.6 feet and North 44 degrees 47 minutes 2 seconds  
East 715.53 feet; thence with the Schmitt and Munz lot,  
North 41 degrees 49 minutes 28 seconds West 220 feet, and  
North 44 degrees 47 minutes 2 seconds East 225 feet to the  
beginning, containing 56.9281 acres, per survey of  
Schmidt/Dukes/Beverly Co. of July 16, 1975.

BEING the same property conveyed to Declarant by deed  
dated November 24, 1975, recorded in Deed Book 4827,  
page 34, in the Office of the Clerk of the County Court of  
Jefferson County, Kentucky.



WHEREAS, said property is the subject of a plat recorded in Plat and Subdivision Book 32, page 65, in the Office of the Clerk of the County Court of Jefferson County, Kentucky, and is known as Windsor Lakes Development, Section 1;

WHEREAS, said plat divides said property into lots and common areas and said lots and common areas are to be conveyed subject to these declarations and the Articles of Incorporation of Windsor Lakes Association, Inc.

NOW, THEREFORE, Declarant hereby declares that all the properties described herein shall be held, sold and conveyed subject to these declarations of covenants, conditions, and restrictions and the Articles of Incorporation of Windsor Lakes Association, Inc., a Kentucky corporation, whose Articles of Incorporation are incorporated herein by reference, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said properties. These declarations shall run with the properties described herein and shall be binding on all parties having or acquiring any rights, titles or interest therein, and shall inure to the benefit of each owner thereof.

The following declarations are hereby imposed on the properties described herein for the protection and conservation thereof.

Section 1 - Definitions:

1. Association shall mean Windsor Lakes Association, Inc., a Kentucky corporation, and its successors and assigns.
2. Articles shall mean the Articles of Incorporation of the Association.
3. Declarant shall mean and refer to Windsor Lakes Development, Inc., a Kentucky corporation, its successors and assigns, the developer of Windsor Lakes Subdivision.
4. Declarations shall mean these declarations of covenants, conditions, and restrictions.

5. Subdivision shall mean Windsor Lakes Subdivision which has been and is being developed by the Declarant and using the properties described herein.
6. Properties shall mean and refer to the real property described herein and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
7. Common areas shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.
8. Lot shall mean and refer to any plot or lot of land shown upon any plans or plats filed in the Jefferson County Court Clerk's Office, as may be amended, and any recorded subdivision maps or plats recorded with any governmental agency with the exception, however, any common areas designated thereon shall not be designated lots.
9. Member shall mean all members of the Association as set for in the Articles of Incorporation of Windsor Lakes Association, Inc.
10. Owner shall mean all of those members collectively who own an interest in any lot, including contract buyers and/or sellers, but shall not include those persons or entities having an interest merely as security for the performance of an obligation.

#### Section II - Additional Properties

If within ten years from the date of these declarations the Declarant should acquire additional lands for development adjacent to or near the properties herein described, such additional lands may be annexed to and included within the properties to fall under the jurisdiction of these declarations at the option of Declarant and without the consent or assent of the members or owners.

#### Section III - Membership

All owners of lots in the Association are members of the Association and shall be subject to these declarations. All lots in the subdivision shall be subject to these declarations.

#### Section IV - Voting Rights

In event matters arise under these declarations which require members or owners to vote thereon, voting rights shall be as provided in the Articles of the Association.

#### Section V - Property Rights

1. Members' easement of enjoyment - Every member shall have a right and easement of enjoyment in and to the common areas and such right and easement shall be appurtenant to and shall pass with title to every lot, subject to the following provisions:

- a. The voting power of each lot of the subdivision and the rights and easements of enjoyment of members shall be suspended during any time:
  - (1) That the lot, owner or member may be in violation of any of the Articles or By-laws of the Association;
  - (2) That the lot, owner or member may be in violation of these declarations;
  - (3) That the lot, owner or member may be in violation of any resolutions of the Association;
- b. The Association shall have the right to charge reasonable admission and other fees for the use of any recreational facility situated upon any common area;
- c. The Association shall have the right to reasonably limit the number of guests of any member or owner to any common areas;
- d. The right of the Association to borrow money for Association or Subdivision purposes and to secure by mortgages or otherwise. Such right shall be subject to the paramount rights of the owners and members to use the common areas.
- e. The right of the Association to dedicate or transfer all or any part of the common area(s) to any public or governmental agency, authority, or utility upon such conditions as may be voted upon

by the owners or members. Any such dedication or transfer shall be determined by a majority vote at a meeting of the Association duly called pursuant to its Bylaws.

f. The Association may grant such easements as may be necessary for sewers, water, gas, or other utilities as determined by a majority vote of its Board of Directors without the necessity of a meeting and vote of its members.

2. Delegation of Use - Any member or owner may delegate, in accordance with the Bylaws of the Association, its right of enjoyment to the common areas to members of its family, its tenants or contract purchasers who reside on the property.

3. Title to common Areas - Declarant hereby declares that it will convey fee simple title to all common areas designated in any subdivision plats it may file with any governmental authorities to the Association.

#### Section VI - Covenant for Maintenance Assessments

1. Creation of a Lien and Personal Obligation - The Declarant, for each lot it owns and each owner of any lot, by the acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, is deemed to covenant and agree to pay to the Association:

- a. Annual dues, assessments or charges as may be determined by the Board of Directors of the Association.
- b. The annual dues, assessments or charges, together with interest thereon as may be allowed by law, and the cost of collection thereof, shall constitute a continuing lien upon the lots against which each such dues, assessments or charges are made.
- c. All such dues, assessments or charges, together with interest, cost and reasonable attorneys' fees, shall also be the personal obligation of the owners of such lot at the time

the dues, assessments or charges came due. The personal obligations shall not pass to any successors entitled unless expressly assumed by them, but each lot shall remain liable and shall be subjected to a lien for payment of same.

- d. The continuing lien provided for herein against each such lot for all such dues, assessments or charges may be enforced as liens and mortgages are generally enforced in Jefferson County, Kentucky.

2. Purpose of Dues, Assessments or Charges - The dues, assessments and charges levied by the Association shall be used:

- a. For promoting the recreation, health, safety and welfare of the Association, its members and owners.
- b. For the improvement of all common areas and any property, real or personal, owned by the Association.
- c. For the common good of the Association.

3. Annual Assessments - Each residentially improved lot shall be subject to an annual assessment in such amounts and payable in such manner as the Board of Directors of the Association may direct.

Each un-improved lot shall be subject to an annual assessment in such amounts and payable in such manner as the Board of Directors of the Association may direct.

The amounts of assessments and the method of payment of assessments shall be determined solely by the Board of Directors of the Association.

4. Uniform Rate of Assessments - All assessments for residential improved lots must be fixed on a uniform basis. All assessments for unimproved lots must be fixed on a uniform basis.

5. Dates of Assessments - All dues, assessments or charges provided for herein shall become due January 1 of each year and shall be paid on or before the last day of February of each year.

Any such dues, assessments or charges not so paid shall become delinquent and the delinquency shall be from the date of assessment, January 1 of each such year.

The Board of Directors of the Association shall fix the amount of the assessments as provided for herein at least thirty (30) days in advance of each annual assessment period. The Board of Directors of the Association shall, upon demand, furnish a certificate in writing setting forth whether or not the dues, assessments or charges for any particular lot have been paid and, upon request, shall publish a list of all lots and recorded owners of lots who have not paid their dues, assessments or charges.

6. Effect of Non-Payment - Any dues, assessments or charges which are not paid and which are delinquent shall bear interest thereon as may be allowed by law and determined by the Board of Directors of the Association, and the Association may bring an action at law against all those obligated to pay same or cause legal action to foreclose the lien against the lot in delinquency, together with all costs and reasonable attorneys' fees, all of which shall be added to the amount of such dues, assessments and charges. No owner or lot may waive or otherwise escape liability for the dues, assessments and charges provided for by any non-use of the common area, by the abandonment of any lots or by disagreement with the actions of the Association or its Board of Directors.

7. Subordination of Lien - The lien for the dues, assessments and charges provided for herein shall be subordinated to any vendor's lien or any lien of any mortgage which may be placed on any lot. The sale or transfer of any lot shall not effect the lien and shall remain

outstanding until all dues, assessments or charges are paid. The sale or transfer of any lot which is subject to any vendor's lien or mortgage, pursuant to any lawful decree of enforcement or foreclosure of any such vendor's lien or mortgage, or any proceedings in lieu of foreclosure thereof reduced to judgment, shall extinguish the lien of any such dues, assessments or charges as of the date of any such decree or judgment. The extinguishment of any such lien shall be only as provided herein, by the payment thereof, or by any lawful order or judgment of court.

8. Exempt Property - The following property shall be exempt from all dues, assessments and charges:

- a. All properties dedicated to and accepted by all governmental authorities and utilities.
- b. All common areas.

Section VII -

1. No building shall be erected, placed or altered on any lot in this subdivision until building plans, specifications and plot plans showing the location thereof have been approved in writing as to conformity and harmony of external design with existing and contemplated structures within the subdivision, and to location of the building with respect to topography and finished ground elevation by Declarant, and Declarant hereby reserves the right to transfer and assign this right of approval at any time hereafter to the Association.

2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than single family residences not to exceed two and one-half stories in height and a private garage not to exceed three and one-half cars. No fence or wall shall be erected, placed or altered



on any lot near to any street than the minimum building set back lines designated in subdivision plans recorded with governmental agencies and with the Jefferson County Court Clerk's Office, unless specifically approved by Declarant in writing; and declarant hereby reserves the right to transfer and assign this right to the Association at any time hereafter.

3. No building shall be located on any lot near to the front lot line or near to the side street line than the minimum building set back line as shown on the recorded plat unless approved in writing by Declarant and Declarant hereby reserves the right to transfer and assign this right to the Association at any time hereafter.

4. No noxious or offensive trade or activity shall be carried on any lot or property herein, nor shall anything be done thereon which may become an annoyance or nuisance to the Association or subdivision, its members or owners.

5. The ground floor of the main residential structure, exclusive of open porches and garages, shall not be less than 1500 square feet for single floor plan homes, 1100 square feet for split level homes, 1000 square feet for one and one-half story homes, and 850 square feet for two story and more homes.

6. The exterior building material of all structures shall either be frame, brick, stone, or a combination of same.

7. No house trailers, basements, tents, shacks, garages, or other support buildings that may be erected on any lot shall at any time be used as a residence, temporarily or permanently. Recreational vehicles may be stored by the owners of any lot on any improved lot provided they are located for storage to the rear of the improvements

and placed in such reasonable locations so as not to cause an unsightly situation as may reasonably be determined by the Board of Directors of the Association.

8. No fence shall be erected, placed, or altered on any lot until the fencing location and materials have been approved in writing by the Declarant and the right is hereby reserved by Declarant to transfer this right to approve plans and fencing to the Association at any time hereafter. It is provided that all such requests and approval for fencing shall be reasonable.

9. Easements for installation and maintenance of utilities and drainage facilities and walkways are reserved as shown upon the recorded plat.

10. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, excepting that dogs, cats, or other ordinary household pets may be kept in reasonable numbers provided they are not kept or maintained for any commercial purposes.

11. All owners of lots are responsible for keeping the lot clean and free from all trash, weeds, or other noxious materials, and to keep said lots reasonably maintained. In event such lots are not reasonably kept clean and maintained, the Association may cause same to be cleaned and maintained and the reasonable cost thereof shall be paid by the owners of each such lot to the Association. This payment may be enforced in such manner as the Board of Directors of the Association may determine.

12. The Association, owners, members, or Declarant, either jointly or severally, shall have the right to enforce, by any and all

legal proceedings, all provisions of the declarations or any amendments thereto. Failure of the Association, owners, members or Declarant to enforce any part or portion of these declarations shall not be deemed a waiver of the right to do so at any time thereafter.

13. Invalidation of any part of these declarations by any judgment or court order shall not effect any other provision thereof which shall remain in full force and effect.

14. These declarations shall run with and bind the land, properties, and lots, and shall inure to the benefit of and be enforceable by the Association, owners, members, or Declarant, either jointly or severally, for a term of 20 years from the date of these declarations, after which said time said declarations shall automatically be extended for three successive periods of ten (10) years each. Thereafter, the declarations may be extended as may be determined by the Association. These declarations may be amended during the first twenty (20) years by a written instrument adopted by an 66% majority vote of the Association, and thereafter during the three (3) successive extension periods by a written instrument adopted by a 55% majority vote of the Association. Any such written instrument must set forth the amendment, the voting results, be executed by the Board of Directors of the Association and be properly recorded.

#### Section VIII -

Declarant reserves the right to amend or change these declarations in any manner whatsoever prior to the time of the sale of any lot.

IN TESTIMONY WHEREOF, witness the signature of the Declarant by its duly authorized officer and pursuant to the corporate

resolution this the 24 day of May, 1977.

WINDSOR LAKES DEVELOPMENT, INC.

By: Allen K. Gailor, V.P.

STATE OF KENTUCKY )  
( SS  
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for the State and  
County aforesaid do hereby certify that on this day the foregoing  
Declarations of Covenants, Conditions and Restrictions was produced  
to me in said State and County and was signed, subscribed, sworn to,  
acknowledged and delivered before me by Allen K. Gailor, Vice President  
the duly authorized officer of Windsor Lakes Development, Inc.,  
Declarant herein, to be its lawful act and deed.

WITNESS my hand this 24<sup>th</sup> day of May, 1977.

My commission expires May 24 1980

Allen K. Gailor  
Notary Public, State at Large, Kentucky

This Declarations of Covenants,  
Conditions and Restrictions  
Prepared By:

Allen K. Gailor  
ALLEN K. GAILOR

Attorney at Law  
706 Republic Building  
Louisville, Kentucky 40202  
584-7217

AGREEMENT

THIS AGREEMENT entered into this 26<sup>th</sup> day of JUNE,

1984 by and between:

WINDSOR LAKES DEVELOPMENT, INC., a Kentucky corporation,  
5358 New Cut Road  
Louisville, Kentucky

Hereafter designated "Development"

and

WINDSOR LAKES ASSOCIATION, INC., a Kentucky corporation

Hereafter designated "Association"

and

TOMMY GAILOR  
5358 New Cut Road  
Louisville, Kentucky

Hereafter designated "Gailor"

and

ROBERT WADE and CEE CEE WADE, his Wife  
8206 Twin Lakes Court  
Louisville, Kentucky

Hereafter designated "Wade"

and

THURSTON SMITH, Unmarried  
8208 Twin Lakes Court  
Louisville, Kentucky

Hereafter designated "Smith"

and

RONALD OTT and CHARLOTTE OTT, his Wife  
8204 Twin Lakes Court  
Louisville, Kentucky

Hereafter designated "Ott"

and

RAYMOND J. FRIEDHOFF and BILLIE D. FRIEDHOFF, his Wife  
3020 Windsor Lakes Parkway  
Louisville, Kentucky

Hereafter designated "Friedhoff"

Wade, Smith, Ott and Friedhoff all own property and reside in Windsor Lakes Subdivision and will collectively be designated herein as "Owners";

WHEREAS, Developer has caused to be developed certain property known as Windsor Lakes Subdivision, Section 1, a Plat of which appears of record in Plat and Subdivision Book 31, Page 65, in the Office of the Clerk of the County Court of Jefferson County, Kentucky, hereafter designated "Windsor Lakes";

WHEREAS, the Commonwealth of Kentucky, Division of Water, has attempted to classify under certain of its regulations as hazardous a lake and dam within Windsor Lakes generally known as Pine Hill Lake, hereafter designated "Pine Hill", and its dam, hereafter designated "Dam";

WHEREAS a controversy has arisen between Development and certain of the owners of lots of Windsor Lakes, including those collectively referred to herein as the "Owners", concerning Windsor Lakes' common areas, the lakes and dams contained therein and the issue as to who has the responsibility, if any, for said common areas and lakes, including Pine Hill and its Dam, its compliance with certain regulations of the Commonwealth of Kentucky, issues of grading and grooming the common areas surrounding Pine Hill and its Dam and the general responsibility for the future upkeep of the common areas all as generally shown on the Plat of Windsor Lakes aforementioned and the lakes and dams contained therein;

NOW, IN CONSIDERATION OF THE MUTUAL COVENANTS and promises contained in this Agreement, the parties hereto agree as follows:

1. Development shall cause to be prepared architectural and/or engineering drawings and submit same to appropriate agencies of the Commonwealth of Kentucky for the design work of Pine Hill and its Dam in order to bring same into compliance with the regulations aforementioned of the Commonwealth of Kentucky. These plans shall provide for modifications to Pine Hill and its Dam which will have the effect of a permanent lowering of the water level of Pine Hill by four feet from its present normal level. Once these plans have been approved by the appropriate agencies, Development shall, at its cost, commence and diligently pursue the necessary construction work on Pine Hill and its Dam for such modifications pursuant to said plans and such construction shall be completed by September 1, 1984. Development shall exercise ordinary care and shall use suitable materials in the construction work set forth herein.

2. Within six months of completion of said construction work on Pine Hill and its Dam, Development will, at its cost, regrade the edge of Pine Hill behind the Owners' lots for a reasonable taper of same into the water area of Pine Hill. Development will grade the common areas only, acquire a sufficient amount of fertilizer and seed for one application to the graded areas at a cost of approximately \$200.00 and cause said fertilizer and seed to be spread in a reasonable manner.

3. Development will exercise good faith efforts in its construction and grading to restore the water level adjacent to Friedhoff's property in Windsor Lakes to as close to its original level as possible considering construction problems. Development agrees to use its best efforts to bring reasonable construction equipment on to the site by passage through the wooded lot adjacent to Friedhoff's property in Windsor Lakes. Prior to engaging in this work, Friedhoff shall obtain and grant Development

all necessary temporary construction easements in order to allow Development to bring to the area necessary equipment. All construction costs incurred in attempting to restore the water level adjacent to the Friedhoff property as set forth in this paragraph shall be divided equally between Development and Association and the total cost thereof shall not exceed \$1,500.00.

4. Development shall proceed in 1984 to finish paving the streets in Windsor Lakes in a workmanlike manner and in accordance with the original specifications of Windsor Lakes.

5. The parties acknowledge that Development and/or Gailor has the right to exercise certain votes pertaining to Windsor Lakes and its common areas and the parties hereto agree that Development and/or Gailor shall only exercise a single vote per each undeveloped lot it may own on all matters pertaining to Pine Hill and its Dam, however, Development and/or Gailor shall continue to exercise all other votes it may have on all other issues concerning Windsor Lakes and Association.

6. Association, in accordance with its Articles of Incorporation and By-Laws, shall hold an election for new officers and directors and shall become active in furthering the affairs of the property owners of Windsor Lakes.

7. The Association shall grant a temporary construction easement to Development in order that Development may complete the construction required in this Agreement.

8. Upon completion of the foregoing, the Association, and the Owners in event the Association should fail to act, shall:

- (a) Accept all common areas, lakes and dams and the deed to same previously executed and delivered by Development;
- (b) Assume complete and full responsibility for all lakes and dams as shown on the Plan of Windsor Lakes, Section 1, Plat of which appears of record in Plat



and Subdivision Book 32, Page 65, in the Office of the Clerk of the County Court of Jefferson County, Kentucky;

- (c) Assume responsibility for the maintenance and up-keep, including the mowing of grass in all common areas of Windsor Lakes; and
- (d) Fully and completely release Development and Gailor from any and all claims and causes of action whatsoever pertaining to the lakes, dams and common areas contained within Windsor Lakes, reserving only such claims as may hereafter arise pertaining to Development's exercise of ordinary care and using suitable materials in its construction as provided in Paragraph 1 herein.

9. Gailor's participation in the Association and responsibility towards the lakes and dams in Windsor Lakes shall be limited to that of any other property owner and/or member of the Association.

IN TESTIMONY WHEREOF, witness the signature of the parties hereto at the dates opposite their respective names.

DATE: 5-12-84

WINDSOR LAKES DEVELOPMENT, INC.  
a Kentucky corporation.

By: [Signature]

"Development"

DATE: 6/6/84

WINDSOR LAKES ASSOCIATION, INC.,  
a Kentucky corporation

By: [Signature]

"Association"

DATE: 5-12-84

[Signature]  
TOMMY GAILOR

"Gailor"

DATE: 6/21/84

Robert Wade  
ROBERT WADE

DATE: 6/21/84

Cee Cee Wade  
CEE CEE WADE, his Wife

"Wade"

DATE: 6/6/84

Thurston Smith  
THURSTON SMITH, Unmarried

"Smith"

DATE: 6-25-84

Ronald Ott  
RONALD OTT

DATE: 6-25-84

Charlotte Ott  
CHARLOTTE OTT, his Wife

"Ott"

DATE: 6/21/84

Raymond J. Friedhoff  
RAYMOND J. FRIEDHOFF

DATE: 6/21/84

Billie D. Friedhoff  
BILLIE D. FRIEDHOFF, his Wife

"Friedhoff"